LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND ADMINISTRATIVE ORDER NO. 17-04

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

Quintero Tayvon Pitts S.S.# xxx-xx-8638 Debtor	CASE NO. CHAPTER 13 JUDGE	
and	PLAN SUMMARY For informational purposes only.	
S.S.#	ACP: _60_ Months Minimum Plan Length: _60_ Months Plan payment: \$_3,501.33_ per Month Minimum dividend to Class 9 Creditors \$_7,361.00 Percentage of Tax Refunds committed _100%_	<u>)</u>
	TER 13 PLAN]Pre-Confirmation Modification #	
I. NOTICES		
TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BECOME BINDING WITHOUT FURTHER NOTICE OR FILED. READ THIS DOCUMENT CAREFULLY AND CO	R HEARING UNLESS A TIMELY WRITTEN OBJECTI	ION IS
Debtors must check one box on each line to state whether	r or not the Plan includes each of the following items:	
A. Nonstandard Provisions set out in Section IV. Under lof Bankruptcy Procedure 3015(c), a "nonstandard promeans a provision that is not otherwise included in the form for a Chapter 13 Plan in the Eastern District of	rovision" ne approved	
B. A limit on the amount of a secured claim based on a v the collateral for the claim.	valuation of Included Not included	
C. Avoidance of a security interest or lien.	☐ Included ■ Not included	

THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL STANDARD PROVISIONS WHICH MAY BE FOUND AT <u>WWW.13EDM.COM</u> or <u>WWW.MIEB.USCOURTS.GOV</u> OR FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF BOTH BOXES ARE CHECKED, THE PROVISION IS

ANY "NONSTANDARD PROVISION" THAT IS NOT SPECIFICALLY IDENTIFIED IN SECTION IV IS VOID.

II. <u>APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND ELIGIBILITY FOR DISCHARGE:</u>

IF THIS SECTION I INDICATES THAT THIS PLAN DOES NOT INCLUDE ANY "NONSTANDARD PROVISIONS", ANY "NONSTANDARD PROVISIONS" IN THIS PLAN (INCLUDING ANY OTHERWISE

VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.

SPECIFICALLY LISTED IN SECTION IV) ARE VOID.

A. Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

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IN RE:

□ Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be _months from the date of entry of the Order Confirming Plan. **This is a minimum Plan length**. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. *See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.*

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- **B.** Debtor's plan payment amount is \$808.00 per Weekly.
- **C.** Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.

FOR CASES ASSIGNED TO BAY CITY DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

- □ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
- 2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
- 3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.

FOR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

- 1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
- 2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
- 3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.

FOR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

- 1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
- 2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
- 3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.
 - **D.** □ If the box to the immediate left is "checked", the debtor acknowledges that debtor **is not** eligible for a discharge pursuant to 11 USC §1328.
 - \square If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

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- **E.** □ If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- III. <u>DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS:</u> See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
 - A. Class One TRUSTEE FEES as determined by statute.
 - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
 - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
 - a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$_3,500.00 for services rendered plus \$_0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$_3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 2,700.00 , will be paid as an Administrative Expense Claim; or
 - b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
 - **2. POST-CONFIRMATION ATTORNEY FEES:** See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
 - **3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES:** Debtor □ has retained or □ intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
 - **4. OTHER ADMINISTRATIVE EXPENSE CLAIMS:** Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. *See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.*
 - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

Creditor	<u>Collateral</u>				
None					
Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).					
Creditor	Collateral				
-NONE-					

- D. CLASS FOUR SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).
 - Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	<u>Collateral</u>	Monthly Payment	Direct or Via Trustee
Shellpoint Mortgage	11571 Kings Coach Rd Grand Blanc,	2,340.25	Trustee
Servicing	MI 48439 Genesee County		

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
Shellpoint Mortgage Servicing	11571 Kings Coach Rd Grand Blanc, MI 48439 Genesee County	26,768.58	743.57	36

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	Collateral	Monthly Payment	Direct or Via Trustee
-NONE-			

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including <u>Interest</u>	Monthly <u>Payment</u>	Direct or Via Trustee
-NONE-/					

^{***} See debtor's Schedule A/B for more information about values.

Class 5.2. Secured Claims not excluded from 11 USC §506 *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-/					

^{***} See debtor's Schedule A/B for more information about values.

Class 5.3. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	Direct or Via Trustee
-NONE-/					

Class 5.4. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

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Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral		
-NONE-			

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).

Class 6.1. Continuing Lease/Contract Payments:

<u>Creditor</u>	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	Direct or Via <u>Trustee</u>
-NONE-				

Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	<u>Property</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	Property		
-NONE-			

G. CLASS SEVEN - PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
-NONE-		

Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

Creditor	Arrears Amount	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-			

Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

Creditor	Amount	Direct or Via Trustee
-NONE-		

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (*To be paid by Trustee*): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Amount</u>	Interest Rate	Reason for Special Treatment
-NONE-			

I. CLASS NINE - GENERAL UNSECURED CLAIMS (to be paid by Trustee): – See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

•	that is not less than the Amount Available Value of Encumbered Property (the "Unse Amount; or (ii) will continue for the full F greater payment to Class 9 Unsecured Cre	stribution to creditors holding Class 9 General Unsecured claims in an amount in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of ecured Base Amount"). This Plan shall provide either (i) the Unsecured Base Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the editors. See Attachment 2, Chapter 13 Model Worksheet, Line 8, for estimated to be available for payment to Class 9 Unsecured Creditors.
	This Plan shall provide a dividend to hold	lers of Class 9 General Unsecured Claims equal to 100% of allowed claims.
If neithe	er box is checked or if both boxes are checked	ed, then the plan shall pay the Unsecured Base Amount.
		ed", creditors holding claims in Class Seven, Eight and Nine shall receive e of 0.00% per annum as required by 11 USC §1325(a)(4).
IV. Nonstan	ndard Plan Provisions:	
	NY "NONSTANDARD PROVISION" T PECIFICALLY STATED IN THIS SECT	THAT IS NOT BOTH INCLUDED IN SECTION 1.A AND TION IS VOID.
to B. pa	the Confirmation of this Plan. Part V.F. shall read as follows: ORDER (ayment through the Trustee shall be paid Level 1: Class 1 Level 2: Classes 2.1, 2.2, 2.3, and 2 Level 3: Classes 5.1, 5.3, 6.1, and 7 Level 4: Class 6.2 Level 5: Classes 4.1 and 4.3 Level 6: Classes 4.2, 4.4, 5.2, and 5 Level 7: Classes 7.2, 7.3, and 8 Level 8: Classes 3.1, 3.2, 5.5, 6.3 ar	5.4
	Ounne P71177, Attorney for Debtor (or Dord Provisions" other than those set out in	ebtor if not represented by an attorney), certify that this Plan contains no n Section IV above.
/s/ Brian P.		/s/ Quintero Tayvon Pitts
Attorney for	Inne P71177 r Debtor	Quintero Tayvon Pitts Debtor
29777 Teleg Southfield,	graph Rd, Suite 1630 MI 48034	
Street Addre	ess MI 48034-0000	Joint Debtor
	and Zip Code	Joint Debtoi
edmi@ardd	lun.com	
E-Mail Add		10/17/2024
(248) 557-74	488	Date

Phone Number

ATTACHMENT 1

<u>LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:</u>

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE			-		
11571 Kings Coach Rd Grand Blanc, MI 48439 Genesee County	310,800.00	241,635.00	69,165.00	46,125.00	23,040.00
PERSONAL RESIDENCE (total)	310,800.00	241,635.00	69,165.00	46,125.00	23,040.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Couch, sofa, vacuum, table, chairs, lamps, entertainment center, bedroom sets, washer/dryer, stove, refrigerator, microwave, pots/pans, dishes/flatware, household tools.	2,700.00	0.00	2,700.00	2,700.00	0.00
TV, computer, phone, media players, DVDs/CDs/Blu-ray discs, speakers, game console, video games.	600.00	0.00	600.00	600.00	0.00
Books, Magazines, Pictures.	100.00	0.00	100.00	100.00	0.00
Necessary wearing apparel.	500.00	0.00	500.00	500.00	0.00
1 dog	75.00	0.00	75.00	75.00	0.00
HHG/PERSONAL EFFECTS (total)	3,975.00	0.00	3,975.00	3,975.00	0.00
JEWELRY					
Costume jewelry, watch, chains, rings.	150.00	0.00	150.00	150.00	0.00
JEWELRY (total)	150.00	0.00	150.00	150.00	0.00
CASH/BANK ACCOUNTS					

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Cash	400.00	0.00	400.00	400.00	0.00
Checking: Wells Fargo Bank	5.00	0.00	5.00	5.00	0.00
Checking: Square / Sutton Bank - BUSINESS ACCOUNT	1,238.00	0.00	1,238.00	1,238.00	0.00
Savings: Square / Sutton Bank - BUSINESS ACCOUNT	263.00	0.00	263.00	263.00	0.00
Prepaid Debit Card: CashApp - BUSINESS ACCOUNT Zero (\$0.00) Balance on Account	0.00	0.00	0.00	0.00	0.00
Checking: ELGA Credit Union Zero (\$0.00) Balance on Account	0.00	0.00	0.00	0.00	0.00
Savings: ELGA Credit Union	10.00	0.00	10.00	10.00	0.00
CASH/BANK ACCOUNTS (total)	1,916.00	0.00	1,916.00	1,916.00	0.00
VEHICLES					
2016 BMW X4 91,000 miles Held in the name of Debtor's business	14,000.00	0.00	14,000.00	4,250.00	9,750.00
VEHICLES (total)	14,000.00	0.00	14,000.00	4,250.00	9,750.00
OTHER (itemize)					
SUMTIN' 2 EAT LLC Assets include bank account (separately listed), vehicle (separately listed), equipment, supplies, and inventory. Value is based on equipment, supplies, and inventory. 100 % ownership	4,000.00	0.00	4,000.00	0.00	4,000.00
OTHER (total)	4,000.00	0.00	4,000.00	0.00	4,000.00

Amount available upon liquidation	\$_	36,790.00
Less administrative expenses and costs	\$_	29,429.00
Less priority claims	\$_	0.00
Amount Available in Chapter 7	\$_	7,361.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	60	_ months		
2.	Initial Plan Payment: \$3,501.33 per month x 60 months	= \$ 210,079.80 (sub	ototal)		
3.	Additional Payments: \$	per=\$(subtotal)			
4.	Lump sums payments				\$0.00
5.	Total to be paid into Plan (total of	f lines 2 through 4)			\$210,079.80
6.	Estimated disbursements other than	an to Class 9 Genera	al Unsecured Creditors		
	a. Estimated Trustee Fees		\$21,007.80		
	b. Estimated Attorney Fees and co confirmation of plan	osts through	\$2,700.00		
	c. Estimated Attorney Fees and costs post-confirmation through duration of Pland. Estimated fees of other Professionals		\$1,300.00		
			\$0.00		
	e. Total mortgage and other contin payments	nuing secured debt	\$140,415.00		
	f. Total non-continuing secured de (including interest)	ebt payments	\$0.00		
	g. Total priority claims		\$0.00		
	h. Total arrearage claims		\$26,768.58		
7.	Total disbursements other than to (Total of lines 6.a through 6.h)	Class 9 General Un	secured Creditors	\$_	192,191.38
8.	Funds <i>estimated</i> to be available for (Line 5 minus Line 7)	or Class 9 General U	Insecured Creditors	\$	17,888.42
9.	Estimated dividend to Class 9 Ger (see Liquidation Analysis on pag		editors in Chapter 7 proceeding	\$	7,361.00

COMMENTS: